

See this omission repaired in n. With the exception of the thinness of the paper, the work is very creditable to the authors and publishers, and a fair merit of their admirable performance.

and Queries:

AND JAPAN.

MEDIUM OF INTER-MUNICATION

For and Literary Men, and Residents in the East generally.

By N. B. DENNIS.

88 PER ANNUM.

of the Press.

Times, Mar. 1867.)

is week, apropos of some of the

ance which has appeared in our

columns, an extract from

ation, "Notes and Queries

Japan," on the subject of

we particularly recom-

end of our contributors a

reliable facts in con-

ferred question. *

as the "Notes" is pec-

uliar in bringing to light val-

uable information in respect to this coun-

try, language, and cus-

oms, we trust it will be warmly

received by the public.

It deserves by the name

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Post-Office Notifications.

MAILED WILL CLOSE.

For YOKOHAMA, SAN FRANCISCO &

the United States of America

generally.

Per the Pacific Mail Steamship Com-

pany's Steamer "CALANA," at 2 P.M.,

on Tuesday, the 25th instant.

All Correspondence intended to be for-

warded by this opportunity must be

superimposed per "CHINA."

The postage must be prepaid as follows:

FOR A LETTER.

Under 1 ounce, 8 cents.

Above 1 ounce and not ex-

ceeding 1 ounce, 16 "

Above 1 ounce and not ex-

ceeding 1 1/2 ounces, 24 "

Above 1 1/2 ounces and not ex-

ceeding 2 ounces, 32 "

For every additional 1 oz., 8 "

Newspaper or Prices Current, 2 cents each.

Under the Convention recently concluded

Correspondence forwarded as above

will be delivered free at the places

of its destination.

F. W. MITCHELL,

General Post Office,

Hongkong, Feb. 15, 1868.

For MANILA.

Per "SANTA ANNA," on Monday

next, the 24th instant, at 4 P.M.

MAILED BY THE "MALACCA."

The Contract Packet "MALACCA" will be

dispatched with the usual Mails for

Europe, &c., on WEDNESDAY, the

20th inst., at 7 A.M., and the Post Office

will be open for the reception of Ordina-

ry Letters, Letters for Registration,

Newspapers, Books, &c., until 9 P.M.

on the 20th inst.; Letters, &c., may be

posted in the night box from 9 P.M. on

the 20th inst. until 5 A.M. on the fol-

lowing morning.

All Letters posted between 5 and 6 A.M. on

the 20th inst. will be chargeable, in ad-

ditiion to the usual postage, with a

late fee of 18 cents.

The latest time for posting Letters at this

Office is 6 A.M. and for Newspapers,

Books, or Patterns 5 A.M. on the 20th

inst.

Further, late letters (but Letters only) ad-

dressd to the United Kingdom and

Morocco, or to Singapore, may be

posted on board the Packet from 6.30

to 8.00 A.M. on payment of a late fee

of 48 cents each, in addition to the

postage, after which no Letters can be

received.

Sealed Boxes containing the correspondence

of Box Holders will be received at the

window set apart for the purpose, on the

East Side of the building.

All correspondence for places to which pre-

payment is compulsory must be prepaid

in Hongkong Postage Stamps.

Insufficiently-stamped Letters addressed to

the United Kingdom will be sent on,

charged with a fine of One Shilling in

addition to the postage.

Letters posted after 5 A.M. on the 20th inst.

will not be forwarded unless the Late

Fee as well as the postage is prepaid.

Letters insufficiently stamped or unstamped

addressed to places to which they can-

not be forwarded unpaid, will be open-

ed and returned to the writers as early

as possible, but no guarantee can be

given that such Letters, if posted after

9 P.M. on the 20th inst., will be return-

ed until after the mail is closed.

Postage Stamps should be placed on the

upper right hand corner of the correspon-

dence, except in cases where they may

be used in payment of "Late Fees,"

when the Stamp or Stamps represent-

ing the late fee should be placed on the

lower left-hand corner.

All transactions in fractional parts of a Dol-

lar will be conducted in the Coins pre-

scribed by Ordinance 1, of 1864, and the

Proclamation of the 22nd January, 1864,

and no other Coins, but those therein

Intimations.

Published weekly.—Subscription (Exclu-

sive of postage) 12s. 12 per annum; payable

in advance.

SUPREME COURT

AND CONSULAR GAZETTE,

AND

LAW REPORTER FOR THE SUPREME AND

PROVINCIAL COURTS OF CHINA

AND JAPAN.

THE Gazette is a General Weekly News-
paper, containing Officially Revised Reports
of Cases heard at the Supreme and Consular
Courts, Police Cases, and Proceedings in
Barristers' Chambers; Original Articles; Notes and
Queries on Legal points; Reports of Public
Meetings; News of the Week, Commercial
Summary, &c., &c.

Advertisements will be charged 12s. 12
per 10 lines, for the first insertion, and 60
cts. per 10 lines, for each subsequent inser-

tion.

Shanghai, January, 1867.

GEORGE GLASSE,

(FIVE YEARS MANAGER TO

KINGSFORD & CO., PICCADILLY,

LONDON, AND 28, PLACE

VENDOME, PARIS)

ENGLISH AND FOREIGN

CHEMIST

VICTORIA DISPENSARY,

HONGKONG.

SHIPS' MEDICINE CHESTS

SUPPLIED & REFITTED.

Hongkong, May 1, 1867.

ILLINGWORTH & CO., having estab-

lished themselves at West Point, next

below the HONGKONG and CHINA GAS CO.,

are prepared to do all kinds of

ENGINE AND BOILER WORK;

Also,

SHIPSMITHS' WORK

of every description.

They have also erected a FOUNDRY on

the Premises, and are prepared to execute

all kinds of

IRON AND BRASS CASTINGS.

And hope that by a strict attention to

business and moderate charges, to merit a

share of the public patronage.

Hongkong, August 23, 1867.

MR. WILLIAM GASKELL,

ATTORNEY, SOLICITOR, PROCTOR

AND NOTARY PUBLIC.

REMOVED to No. 2, CLUB CHAMBERS

D'Agulhar Street.

Opposite Messrs. DOUGLAS LIPPAK & Co.

Hongkong, August 24, 1866.

TO HOUSE-KEEPERS & SHIP

MASTERS.

PATERSON & HANDLEY,

House and Ship Plumbers, Copper

and Zinc Workers, and Gas Fitters,

16, Queen's Road West, and

at Aberdeen's Yard, Praya West.

Hongkong, November 4, 1867.

BOWRA & CO.,

AUCTIONEERS, SHIP CHANDLERS, SAIL-

MAKERS, WINE AND SPIRIT MERCHANTS,

AND GENERAL COMMISSION AGENTS,

QUEEN'S ROAD, HONGKONG.

Water Boats in constant readiness to supply

Ships with Pure Fresh Water.

Sails made and repaired on the Premises.

Wm. T. COLEMAN & CO.,

SHIPPING & COMMISSION

MERCHANTS.

New York, SAN FRANCISCO,

117, Front St. California & Front Sts.

BROWN, JONES & CO.,

UNDEBTAKERS.

MONUMENTS & HEAD-STONES

ERECTED, in the Best Style.

LEAD and METALLIC COFFINS, on the

Shortest Notice.

Apply to C. M. BROWNE,

Hollywood-Road, Corner of Aberdeen St.

Wm. DOLAN,

SAIL MAKER, &c.

Duddell Street,

(Opposite French Consulate.)

Hongkong, April 2, 1866.

WANTED by a YOUNG MAN, a situa-

tion as Clerk or Book-keeper. A

nominal salary would be accepted, im-

mediate employment being a greater object.

Highest references can be given.

Address "R." China Mail Office.

Hongkong, December 27, 1867.

WANTED

By a Gentleman just arrived, a Situation

as BOOK-KEEPER and ACCOUNT-

ANT. Good shorthand writer; thoroughly

Intimations.

THE Undersigned His Prussian Majesty's

Chargé d'Affaires in Japan, hereby

Shipping.

FOR HONOLULU.
The First Class Hawaiian Steamer
"CHINA PACKET."
Capt. Reynolds, having the
greater portion of her cargo
engaged, will have quick despatch.
For Freight or Passage, apply to
Wm. POSTAU & Co.
Hongkong, February 21, 1868.

FOR FREIGHT OR CHARTER.
The A 1 French Clipper-boat
"ARC EN CIEL."
Capt. L'Herminier, of 5,000
tons carrying capacity, (daily
expected at Macao from Saigon.)
Apply to
REYNVAAN BROTHERS & Co.,
Agents for Arc en Ciel.
Hongkong, February 18, 1868.

FOR FREIGHT OR CHARTER.
The A 1 British Ship
"NBTILLIE."
715 Tons Register.
Apply to
TURNER & Co.
Hongkong, February 17, 1868.

FOR FREIGHT OR CHARTER.
(Australia Preferred).
The A 1 British Clipper-boat
"CLARA SAYER."
293 Tons Register, J. B. MANNING,
Master, built by Hall, Aberdeen.
Apply to
CARLOWITZ & Co.
Hongkong, February 17, 1868.

Notices to Consignees.

"CARMARTHENSIRE," FROM
LONDON.
CONSIGNEES of cargo by the above-
named Vessel are requested to send
their Bills of Lading to the Undersigned for
counter-signature, and take immediate de-
livery of their Goods.
Cargo impeding the discharge of the vessel
will be landed and stored at Consignees'
risk and expense.
HOLLIDAY, WISE & Co.
Hongkong, February 10, 1868.

P. M. S. S. Co's STEAMER "CHINA,"
FROM SAN FRANCISCO AND
YOKOHAMA.
CONSIGNEES of Cargo by the above
named vessel are requested to send
in their Bills of Lading to the Undersigned
for counter-signature, and take immediate
delivery of their Goods.
Cargo not called for within 24 hours after
arrival will be landed and stored at risk and
expense of Consignees.
GEO. F. BOWMAN,
Agent.
Hongkong, February 15, 1868.

"VIRGEN DEL CARMEN," FROM
MANILA.
CONSIGNEES of Cargo by the above-
named Vessel, will please send in their
Bills of Lading for counter-signature, and
take immediate delivery of their goods.
Cargo impeding the discharge of the Vessel
will be landed and stored at the risk and
expense of the Consignees.
AUGUSTINE HEARD & Co.
Hongkong, December 16, 1867.

THE following cases have been landed
and stored at the risk and expense of the
Consignees, who are requested to take
immediate delivery.
Ex "Tigre," 6th December.
1 Basket Feathers.
1 Case Paper.
1 Case Rides.
1 Case Merchandise.
2 Cases Pictures.
1 Case Boots.
1 Case Boddie.
G. BERTRAND, Principal Agent.
Hongkong, February 12, 1868.

THE following cases have been landed
and stored at the risk and expense of the
Consignees, who are requested to take
immediate delivery.
Ex "Donat," 7th January, 1868.
1 Case Paper.
1 Case Rides.
1 Case Merchandise.
2 Cases Pictures.
1 Case Boots.
1 Case Boddie.
G. BERTRAND, Principal Agent.
Hongkong, February 12, 1868.

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G. BERTRAND, Principal Agent.
Hongkong, February 12, 1868.

New Advertisements.

CLUB LUSITANO THEATRE.
MONDAY EVENING,
FEBRUARY 24th 1868.

My Stephen Massett's
JEMS PIPES OF PIPESVILLE.

FIRST APPEARANCE IN HONGKONG
IN HIS SERIO-COMIC MUSICAL MONO-
LOGUE, ENTITLED
"DRIFTING ABOUT."
Consisting of Fun, Song, Anecdote,
Sentiment, Recitations and
Readings.

GIVEN by him to crowded audiences in
England, Australia, British India,
the United States, Oregon, the Sandwich
Islands, and British North America.

Full particulars in the Programmes,
which will be issued immediately.

Tickets.—Boxes, \$12.
Stalls, 2.
To be had at Lane, Crawford & Co. and
at the Door.
Doors open at 8—Begin at 9.
Hongkong, February 22, 1868.

TO LET.
THOSE two convenient, centrally situat-
ed BUNGALOWS, Nos. 1 and 2, Old
BARRY STREET, Hollywood Road.
For particulars apply to
T. W. BARRINGTON,
53, Wyndham Street.
Hongkong, February 22, 1868.

FOR SALE.
Ex Sir Lawrence, Flery Cross, and other
Jewellery.

BASS'S PALE ALE in quarts and pints.
London BROWN STOUT, in do.
Guinness's STOUT, in do.
Hennessey's and Martell's BRANDY.
English OLD TOM GIN.
Hubbuck's PAINTS.
Do. boiled and raw LINSEED OIL.
At LAMBERT, ATKINSON & Co.
Hongkong, Feb. 22, 1868.

FOR SALE.
MUNTZ'S Patent Yellow METAL
SHEATHING, from 20 to 24 oz.,
Composition NAILS, Brown Sheathing
FELT.
At LAMBERT, ATKINSON & Co.
Hongkong, February 22, 1868.

FOR SALE.
Ex P. M. S. S. "CHINA."
Genuine Havana CIGARS in boxes of
50 each.
Henry Clay FINE FINEA.
FLORE DE MATA Y GARCIA.
REGALIA DE LA REINA.
At very moderate Prices.
VOGEL, HAGEDORN & Co.
Hongkong, February 20, 1868.

FOR SALE.
SUPERIOR Manila CIGARS, No. 2.
"VOGEL, HAGEDORN & Co.
Hongkong, February 20, 1868.

FOR SALE.
As it now stands.
A MAIN MAST, TOP MAST and Wire
RIGGING complete. Also SAILS,
G. F. and TACKLING, belonging to the
same, with some Spare SPARS.
For particulars apply on board the steamer
"SUNRISE."
Hongkong, February 19, 1868.

FOR SALE.
A FEW cases of very superior SHERRY,
just received ex "Channel Queen."
H. Superior Amontillado SHERRY
V S A in 3 doz. cases.
H. Superior Oloroso SHERRY in 3
doz. cases.
H. Extra Superior SHERRY in 2
doz. cases.
H. Quarter-cask (cased) Superior
Oloroso SHERRY.
Apply to
GIBB, LIVINGSTON & Co.
Hongkong, January 27, 1868.

ROOFING and SHEATHING FELT.
CONSTANTLY on hand for Sale by the
Undersigned.
ROZARIO & Co.
Hongkong, January 29, 1868.

FOR SALE.
PHOTOGRAPHIC APPARATUS, com-
plete.
MULLER & CLAUSSEN.
Hongkong, January 13, 1868.

LANE, CRAWFORD & Co. have just
received for Sale
A few ERMINESKINS.
Hongkong, February 13, 1868.

EX "AVON" & "SIR LANCELOT."
HAMP'GNE, First Quality in Pints
and Quarts.
Apply to
G. DUBOST & Co.
Hongkong, February 15, 1868.

EX "CARMARTHENSIRE" AND
"AVON."
BAS' DEER in Pints and Quarts.
EDMUND R. HOLMES,
Stay Hotel.
Hongkong, February 15, 1868.

EX "SIR LANCELOT."
FOOTS, from Burrows of Cookham, for
Ladies, Gentlemen and Children.
HATS and HELMETS, from Ellwood
and Christy.

KID GLOVES, Little THREAD and Cot-
ton SOCKS, all the new shape COLLARS,
EUREKA SHIRTS, Cambric HANDER-
CHIEFS, Light Summer TWEEDS and
FLANNELS, Turkish Bath TOWELS,
Bath SPONGES, Hendrie's Choice PER-
FUMES, KILN Vol. LONDON SOCIETY,
etc., etc.
S. W. BAKER & Co.,
Hongkong, February 13, 1868.

JUST RECEIVED PER "ALBERT
VICTOR."
(Direct from London.)
DESSERT CLARET in cases one dozen
each.
CHATEAU M. GAUX, \$15.
CHATEAU LEVILLER, \$15.
CHATEAU D'YSSAN, \$8.
Breakfast CLARET, \$4.
G. DUBOST & Co.
Hongkong, January 31, 1868.

THE OFFICE of Messrs. AUGUSTINE
HEARD & Co. have this day been
removed to their Old Premises adjoining
the Cathedral.
Hongkong, December 28, 1867.

REMOVAL.
HE Undersigned has this day Removed
their STORE from Praya East to the
PREMISES No. 13, Queen's Road
Central, formerly occupied by the Ostrail
Bank of Western India.
MACKENZIE & Co.
Hongkong, 6th December, 1867.

THE OFFICE of Messrs. AUGUSTINE
HEARD & Co. have this day been
removed to their Old Premises adjoining
the Cathedral.
Hongkong, December 28, 1867.

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Hongkong, 6th December, 1867.

New Advertisements.

PER MAIL STEAMER.
Suitable for Christmas Presents.
A SLENDID ASSORTMENT of
Meerschaum PIPES, with and
without Cherrywood Stems,
Oliver HOLDERS.
ALBUMS.
Real Havana CIGARS.
etc., etc., etc.
BIELFELD and ZACHARIAE.
Hongkong, December 20, 1867.

SELLING OFF! SELLING OFF!!
SELLING OFF!!!
GREAT SACRIFICES!!!
SLENDID BARGAINS!!!

MULLER & CLAUSSEN.
BEG to announce that they are Selling
OFF their stocks of the undermentioned
GOODS at Invoice prices, consisting of:
Black Cloth Dress FROCK and Walking
COATS.
Melton and Angola, Walking, Shooting
and SAC COATS.
Melton and Witney YACHT JACKETS
and OVER COATS.
Alpaca and Merino COATS.
Black Dress TROUSERS.
Fancy Buckskin, Angola and Tweed
TROUSERS.
Alpaca and Merino TROUSERS.
White and Coloured Linen TROUSERS.
Black Dress VESTS.
Buckskin and Alpaca VESTS.
Merino and Alpaca VESTS.
White Marcella and Linen VESTS.
Coloured Linen VESTS.

A large lot of PIECE GOODS, compris-
ing:
Black and Blue Broad CLOTHS and
DOCK-KINS.
MELTONS, BUCKSKINS, ANGOLAS,
TWEEDS and FLANNELS, of
this Season's Patterns.

Also a new assortment of HOSIERY
and SHIRTS of:
LONG CLOTH, with Linen FRONTS, &
SILK and Wool SHIRTS.
Marino, Cotton, Lambswool and Flannel
DRAWERS and UNDER VESTS.
Marino, Cotton and Lambswool
HALF HOSE.
LADIES' COTTON HOSE.
Den's Kid and Driving GLOVES.
COLLARS, SCARVES, TIES, Cholera
BELTS and Cambric HANDKERCHIEFS.
Christy's SILK, Shell and Felt HATS,
in the newest Styles.
Dawson's BOOTS and SHOES.
UMBRELLAS, Walking STICKS, Cloth
and Hair BRUSHES.
PERFUMERY, Fancy SOAPS,
And a great variety of other GOODS.

MULLER & CLAUSSEN,
Queen's Road.
Hongkong, February 5, 1868.

FOR SALE.
SUPERIOR Manila CIGARS, No. 2.
"VOGEL, HAGEDORN & Co.
Hongkong, February 20, 1868.

FOR SALE.
As it now stands.
A MAIN MAST, TOP MAST and Wire
RIGGING complete. Also SAILS,
G. F. and TACKLING, belonging to the
same, with some Spare SPARS.
For particulars apply on board the steamer
"SUNRISE."
Hongkong, February 19, 1868.

FOR SALE.
A FEW cases of very superior SHERRY,
just received ex "Channel Queen."
H. Superior Amontillado SHERRY
V S A in 3 doz. cases.
H. Superior Oloroso SHERRY in 3
doz. cases.
H. Extra Superior SHERRY in 2
doz. cases.
H. Quarter-cask (cased) Superior
Oloroso SHERRY.
Apply to
GIBB, LIVINGSTON & Co.
Hongkong, January 27, 1868.

ROOFING and SHEATHING FELT.
CONSTANTLY on hand for Sale by the
Undersigned.
ROZARIO & Co.
Hongkong, January 29, 1868.

FOR SALE.
PHOTOGRAPHIC APPARATUS, com-
plete.
MULLER & CLAUSSEN.
Hongkong, January 13, 1868.

LANE, CRAWFORD & Co. have just
received for Sale
A few ERMINESKINS.
Hongkong, February 13, 1868.

EX "AVON" & "SIR LANCELOT."
HAMP'GNE, First Quality in Pints
and Quarts.
Apply to
G. DUBOST & Co.
Hongkong, February 15, 1868.

EX "CARMARTHENSIRE" AND
"AVON."
BAS' DEER in Pints and Quarts.
EDMUND R. HOLMES,
Stay Hotel.
Hongkong, February 15, 1868.

EX "SIR LANCELOT."
FOOTS, from Burrows of Cookham, for
Ladies, Gentlemen and Children.
HATS and HELMETS, from Ellwood
and Christy.

KID GLOVES, Little THREAD and Cot-
ton SOCKS, all the new shape COLLARS,
EUREKA SHIRTS, Cambric HANDER-
CHIEFS, Light Summer TWEEDS and
FLANNELS, Turkish Bath TOWELS,
Bath SPONGES, Hendrie's Choice PER-
FUMES, KILN Vol. LONDON SOCIETY,
etc., etc.
S. W. BAKER & Co.,
Hongkong, February 13, 1868.

JUST RECEIVED PER "ALBERT
VICTOR."
(Direct from London.)
DESSERT CLARET in cases one dozen
each.
CHATEAU M. GAUX, \$15.
CHATEAU LEVILLER, \$15.
CHATEAU D'YSSAN, \$8.
Breakfast CLARET, \$4.
G. DUBOST & Co.
Hongkong, January 31, 1868.

THE OFFICE of Messrs. AUGUSTINE
HEARD & Co. have this day been
removed to their Old Premises adjoining
the Cathedral.
Hongkong, December 28, 1867.

REMOVAL.
HE Undersigned has this day Removed
their STORE from Praya East to the
PREMISES No. 13, Queen's Road
Central, formerly occupied by the Ostrail
Bank of Western India.
MACKENZIE & Co.
Hongkong, 6th December, 1867.

THE OFFICE of Messrs. AUGUSTINE
HEARD & Co. have this day been
removed to their Old Premises adjoining
the Cathedral.
Hongkong, December 28, 1867.

REMOVAL.
HE Undersigned has this day Removed
their STORE from Praya East to the
PREMISES No. 13, Queen's Road
Central, formerly occupied by the Ostrail
Bank of Western India.
MACKENZIE & Co.
Hongkong, 6th December, 1867.

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PREMISES No. 13, Queen's Road
Central, formerly occupied by the Ostrail
Bank of Western India.
MACKENZIE & Co.
Hongkong, 6th December, 1867.

THE OFFICE of Messrs. AUGUSTINE
HEARD & Co. have this day been
removed to their Old Premises adjoining
the Cathedral.
Hongkong, December 28, 1867.

New Advertisements.

THE OFFICE of the Undersigned is
REMOVED to GARDEN STREET, Corner
of Lyndhurst Terrace.
REYNVAAN BROTHERS & Co.
Hongkong, January 2, 1868.

IN THE SUPREME COURT OF
HONGKONG.

FOREIGN ATTACHMENT.
JOHN HEARD, AUGUSTINE HEARD,
JUNIOR, ALBERT FARLEY HEARD,
GEORGE FARLEY HEARD, GEORGE
FREDERICK WELLES, and ROBERT
IGNIS FEARON, trading under the
Style of FIRM of AUGUSTINE HEARD
AND COMPANY, Plaintiffs,
HENRY W. HUBBELL, Defendant.

WHEREAS an Action has been com-
menced in this Honorable Court at
the suit of the above-named JOHN HEARD,
AUGUSTINE HEARD, JUNIOR, ALBERT FAR-
LEY HEARD, GEORGE FARLEY HEARD,
GEORGE FREDERICK WELLES, and ROBERT
IGNIS FEARON, against the above-named
HENRY W. HUBBELL, to recover the sum of
Five Thousand, Three Hundred and Sixteen
Dollars and Eighty-five Cents, for money
received by the said HENRY W. HUBBELL
for the use of the said Plaintiffs JOHN
HEARD, AUGUSTINE HEARD, JUNIOR, ALBERT
FARLEY HEARD, GEORGE FARLEY HEARD,
GEORGE FREDERICK WELLES, and ROBERT
IGNIS FEARON, and for money found to be
due to the said Plaintiffs by the said De-
fendant on an account stated between them;
and it being alleged that the said HENRY
W. HUBBELL does not reside within this
Island or its Dependencies, a Writ of For-
eign Attachment has been issued, return-
able on the Tenth day of March next, where-
in J. S. WATSON, of Victoria, in the Island
of Hongkong, Master Mariner, is Gar-
nisher.

Notice is hereby given, that if at any
time before final judgment in this action
the said HENRY W. HUBBELL, or any per-
son on his behalf, will give the security and
notice and file the appearance or plea re-
quired by the Ordinance of this Island, in-
titled "An Ordinance to provide for and
regulate process in action at Law against
persons absent from the colony," the said
Attachment may be dissolved.

Dated this Twelfth day of February, 1868.
HENRY C. CALDWELL,
Plaintiffs' Attorney.
Hongkong, February 18, 1868.

IN THE SUPREME COURT OF
HONGKONG.

FOREIGN ATTACHMENT.
JOHN HEARD, AUGUSTINE HEARD,
JUNIOR, ALBERT FARLEY HEARD,
GEORGE FARLEY HEARD, GEORGE
FREDERICK WELLES, and ROBERT
IGNIS FEARON, trading under the
Style of FIRM of AUGUSTINE
HEARD AND COMPANY, Plaintiffs,
ROBERT L. TAYLOR, HENRY W.
HUBBELL, F. B. HILDETH, and
RUSSELL STURGIS, Defendants.

WHEREAS an action has been com-
menced in this Honorable Court at
the suit of the above-named JOHN HEARD,
AUGUSTINE HEARD, JUNIOR, ALBERT FAR-
LEY HEARD, GEORGE FARLEY HEARD,
GEORGE FREDERICK WELLES, and ROBERT
IGNIS FEARON, against the above-named
ROBERT L. TAYLOR, HENRY W. HUBBELL,
F. B. HILDETH, and RUSSELL STURGIS,
to recover the sum of Eight thousand five
hundred and sixty-eight Dollars and three
cents, for money received by the said
ROBERT L. TAYLOR, HENRY W. HUBBELL,
F. B. HILDETH, and RUSSELL STURGIS
for the use of the said Plaintiffs JOHN HEARD,
AUGUSTINE HEARD, JUNIOR, ALBERT FAR-
LEY HEARD, GEORGE FARLEY HEARD,
GEORGE FREDERICK WELLES, and ROBERT
IGNIS FEARON, and for money found to be
due to the said Plaintiffs by the said De-
fendants on an account stated between them;
and it being alleged that the said ROBERT
L. TAYLOR, HENRY W. HUBBELL,
F. B. HILDETH, and RUSSELL STURGIS
do not reside within this Island or its
Dependencies, a Writ of Foreign Attach-
ment has been issued, returnable on the
Tenth day of March next, wherein J. S.
WATSON, of Victoria, in the Island of
Hongkong, Master Mariner, is Garnisher.

Notice is hereby given, that if at any
time before final judgment in this action
the said ROBERT L. TAYLOR, HENRY W.
HUBBELL, F. B. HILDETH, and RUSSELL
STURGIS, or any persons on their behalf,
will give the security and notice, and file
the appearance or plea required by the
Ordinance of this Island, intitled "An
Ordinance to provide for and regulate
process in action at Law against Persons
absent from the Colony," the said Attach-
ment may be dissolved.

Dated this Twelfth day of February, 1868.
HENRY C. CALDWELL,
Plaintiffs' Attorney.
Hongkong, Feb. 13, 1868.

IN THE SUPREME COURT OF HONG-
KONG, IN BANKRUPTCY.

NOTICE.—SHERIFF CURRIE, trading in
Hongkong and Bombay as Merchant,
under the style or Firm of Sheriff and Com-
pany, having been adjudged Bankrupt un-
der a Petition for adjudication of Bank-
ruptcy filed in the Supreme Court on the
Twelfth day of February, 1868, is hereby
required to surrender himself to the Ho-
norable William Hastings Alexander, Esq.,
the Registrar of the said Supreme Court,
at the first Meeting of Creditors, to be held
before the said Registrar on the Twenty-
seventh day of February, 1868, at 11 o'clock
in the forenoon precisely, at the said Court.
Frederick Savley Hufam, Esquire, is the
Official Assignee, and Mr Francis Innes
Bazeland is the Solicitor acting in the Bank-
ruptcy.

the sea. The *Emu* carried
of merchandise, including
Alva Opium.

Ship *Undine*, from San Francisco, arrived at 11th and after which much delayed
winds and calm. Off
Dec. 28th, and crossed the
after which delayed 8 days
which were very light, ac-
wet foggy weather. Passed
the Cape, Dec. 31. Passed
11th, hence to Sand-
the winds very light; only
sailed from 24° to
prevailed more from the
between 30° of South
and wind Island than ever
former voyages; passed
Cunby and Gillio on the
which met with another
light variable winds and
by strong Northerly gales
in Lat. 12° 50' N., Long.
on arrival on 21st had fine
with N.E. and Easterly
the weather very fine
passage. The three suc-
set once 9 days and seven
without starting the hal-
the following vessel—*Dec.*
Long. 23° 20' W., the ship
steering N., and the
from Shields to Shang-
14. Lat. 26° 53' S., Long.
French barque *Agate* Durin
to Pondichery, and the ship
Liverpool; *Aden*, Dec. 25,
Long. 3° 8' E.; American
Long Boston to Calcutta;
24° 5' S., Long. 14° 27' E., the
thence, from Liverpool to
morning of 21st fog pre-
slang Point to harbor.

Two steamers *Epini*, and
Feb. 1st, at 1 p.m., 434 chests
of Hongkong, 674 chests
of Shanghai, 874

1,513 chests,
5 cases,
563 bales.

Specie—
date ports to Amoy, £800,
Shanghai, £10,645.

Cargoes passed at the Can-
house on the 18th and 19th

rice, cleared for Shanghai, &c.

Armenian
Betselut.
Paper.
Sugar Candy.
Tobacco.
Sugars
cleared for Newchwang—
Betselut.
Red Lead.
Paper.
Dried Lichens.
Prepared Chalk.
Lungans.
Lungans Pulp.
Brown Sugar.
White
Sugar Candy.
Dried Indigo.
Tobacco.
Sugars.
loading for Shanghai—
Fans.
Dried Indigo.
Sugar Candy.
White Sugar.
Brown
Yellow Lead.
Fans.
Sugars.
loading for Newchwang—
Fans.
Glue.
Tobacco.
White Lead.
Dried Indigo.
Lungans.
Sugars.
loading for London—
Matting.
Preserves.
Lenses Silk.
A Congou Tea.

Habits, loading for N'po-
Fangs.

Lungans Pulp.
Tobacco.
Earthen Ware.
Sugars.

22nd February, 1868.

Old, 7024

Old, 6714

Old, 686

Old, 870

Old, 726

Old, 424

Old, 219

Old, 2164

Old, 114

Old, 114

Old, 23.65

Old, 23.65

Old, 4.45

Old, 4.45

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RELIGIOUS SERVICES ON SUNDAYS IN HONGKONG.

St. John's Cathedral.—Morning, 11 o'clock.—Rev. W. R. Beach, M.A., Colonial Chaplain. Afternoon, 4 o'clock.—Rev. John Kingdon, R.N. Evening, 7 o'clock.—Morning Service, 11 a.m.; Evening, 8.30 p.m.
St. Stephen's Mission Chapel.—(Service in Chinese.) Morning 10 o'clock.—Rev. C. F. Warren, R.N. Lo Sau Yuen. Afternoon 3 o'clock.—The same.
Roman Catholic Church.—Rev. Father Raimondo, Vice-protector. In the morning at 8.30; 1st Mass; 9.30; 2nd Mass; 10.30; 3rd Mass; 11.30; 4th Mass; 12.30; 5th Mass; 1.30; 6th Mass; 2.30; 7th Mass; 3.30; 8th Mass; 4.30; 9th Mass; 5.30; 10th Mass; 6.30; 11th Mass; 7.30; 12th Mass; 8.30; 13th Mass; 9.30; 14th Mass; 10.30; 15th Mass; 11.30; 16th Mass; 12.30; 17th Mass; 1.30; 18th Mass; 2.30; 19th Mass; 3.30; 20th Mass; 4.30; 21st Mass; 5.30; 22nd Mass; 6.30; 23rd Mass; 7.30; 24th Mass; 8.30; 25th Mass; 9.30; 26th Mass; 10.30; 27th Mass; 11.30; 28th Mass; 12.30; 29th Mass; 1.30; 30th Mass; 2.30; 31st Mass; 3.30; 32nd Mass; 4.30; 33rd Mass; 5.30; 34th Mass; 6.30; 35th Mass; 7.30; 36th Mass; 8.30; 37th Mass; 9.30; 38th Mass; 10.30; 39th Mass; 11.30; 40th Mass; 12.30; 41st Mass; 1.30; 42nd Mass; 2.30; 43rd Mass; 3.30; 44th Mass; 4.30; 45th Mass; 5.30; 46th Mass; 6.30; 47th Mass; 7.30; 48th Mass; 8.30; 49th Mass; 9.30; 50th Mass; 10.30; 51st Mass; 11.30; 52nd Mass; 12.30; 53rd Mass; 1.30; 54th Mass; 2.30; 55th Mass; 3.30; 56th Mass; 4.30; 57th Mass; 5.30; 58th Mass; 6.30; 59th Mass; 7.30; 60th Mass; 8.30; 61st Mass; 9.30; 62nd Mass; 10.30; 63rd Mass; 11.30; 64th Mass; 12.30; 65th Mass; 1.30; 66th Mass; 2.30; 67th Mass; 3.30; 68th Mass; 4.30; 69th Mass; 5.30; 70th Mass; 6.30; 71st Mass; 7.30; 72nd Mass; 8.30; 73rd Mass; 9.30; 74th Mass; 10.30; 75th Mass; 11.30; 76th Mass; 12.30; 77th Mass; 1.30; 78th Mass; 2.30; 79th Mass; 3.30; 80th Mass; 4.30; 81st Mass; 5.30; 82nd Mass; 6.30; 83rd Mass; 7.30; 84th Mass; 8.30; 85th Mass; 9.30; 86th Mass; 10.30; 87th Mass; 11.30; 88th Mass; 12.30; 89th Mass; 1.30; 90th Mass; 2.30; 91st Mass; 3.30; 92nd Mass; 4.30; 93rd Mass; 5.30; 94th Mass; 6.30; 95th Mass; 7.30; 96th Mass; 8.30; 97th Mass; 9.30; 98th Mass; 10.30; 99th Mass; 11.30; 100th Mass; 12.30; 101st Mass; 1.30; 102nd Mass; 2.30; 103rd Mass; 3.30; 104th Mass; 4.30; 105th Mass; 5.30; 106th Mass; 6.30; 107th Mass; 7.30; 108th Mass; 8.30; 109th Mass; 9.30; 110th Mass; 10.30; 111th Mass; 11.30; 112th Mass; 12.30; 113th Mass; 1.30; 114th Mass; 2.30; 115th Mass; 3.30; 116th Mass; 4.30; 117th Mass; 5.30; 118th Mass; 6.30; 119th Mass; 7.30; 120th Mass; 8.30; 121st Mass; 9.30; 122nd Mass; 10.30; 123rd Mass; 11.30; 124th Mass; 12.30; 125th Mass; 1.30; 126th Mass; 2.30; 127th Mass; 3.30; 128th Mass; 4.30; 129th Mass; 5.30; 130th Mass; 6.30; 131st Mass; 7.30; 132nd Mass; 8.30; 133rd Mass; 9.30; 134th Mass; 10.30; 135th Mass; 11.30; 136th Mass; 12.30; 137th Mass; 1.30; 138th Mass; 2.30; 139th Mass; 3.30; 140th Mass; 4.30; 141st Mass; 5.30; 142nd Mass; 6.30; 143rd Mass; 7.30; 144th Mass; 8.30; 145th Mass; 9.30; 146th Mass; 10.30; 147th Mass; 11.30; 148th Mass; 12.30; 149th Mass; 1.30; 150th Mass; 2.30; 151st Mass; 3.30; 152nd Mass; 4.30; 153rd Mass; 5.30; 154th Mass; 6.30; 155th Mass; 7.30; 156th Mass; 8.30; 157th Mass; 9.30; 158th Mass; 10.30; 159th Mass; 11.30; 160th Mass; 12.30; 161st Mass; 1.30; 162nd Mass; 2.30; 163rd Mass; 3.30; 164th Mass; 4.30; 165th Mass; 5.30; 166th Mass; 6.30; 167th Mass; 7.30; 168th Mass; 8.30; 169th Mass; 9.30; 170th Mass; 10.30; 171st Mass; 11.30; 172nd Mass; 12.30; 173rd Mass; 1.30; 174th Mass; 2.30; 175th Mass; 3.30; 176th Mass; 4.30; 177th Mass; 5.30; 178th Mass; 6.30; 179th Mass; 7.30; 180th Mass; 8.30; 181st Mass; 9.30; 182nd Mass; 10.30; 183rd Mass; 11.30; 184th Mass; 12.30; 185th Mass; 1.30; 186th Mass; 2.30; 187th Mass; 3.30; 188th Mass; 4.30; 189th Mass; 5.30; 190th Mass; 6.30; 191st Mass; 7.30; 192nd Mass; 8.30; 193rd Mass; 9.30; 194th Mass; 10.30; 195th Mass; 11.30; 196th Mass; 12.30; 197th Mass; 1.30; 198th Mass; 2.30; 199th Mass; 3.30; 200th Mass; 4.30; 201st Mass; 5.30; 202nd Mass; 6.30; 203rd Mass; 7.30; 204th Mass; 8.30; 205th Mass; 9.30; 206th Mass; 10.30; 207th Mass; 11.30; 208th Mass; 12.30; 209th Mass; 1.30; 210th Mass; 2.30; 211th Mass; 3.30; 212th Mass; 4.30; 213th Mass; 5.30; 214th Mass; 6.30; 215th Mass; 7.30; 216th Mass; 8.30; 217th Mass; 9.30; 218th Mass; 10.30; 219th Mass; 11.30; 220th Mass; 12.30; 221st Mass; 1.30; 222nd Mass; 2.30; 223rd Mass; 3.30; 224th Mass; 4.30; 225th Mass; 5.30; 226th Mass; 6.30; 227th Mass; 7.30; 228th Mass; 8.30; 229th Mass; 9.30; 230th Mass; 10.30; 231st Mass; 11.30; 232nd Mass; 12.30; 233rd Mass; 1.30; 234th Mass; 2.30; 235th Mass; 3.30; 236th Mass; 4.30; 237th Mass; 5.30; 238th Mass; 6.30; 239th Mass; 7.30; 240th Mass; 8.30; 241st Mass; 9.30; 242nd Mass; 10.30; 243rd Mass; 11.30; 244th Mass; 12.30; 245th Mass; 1.30; 246th Mass; 2.30; 247th Mass; 3.30; 248th Mass; 4.30; 249th Mass; 5.30; 250th Mass; 6.30; 251st Mass; 7.30; 252nd Mass; 8.30; 253rd Mass; 9.30; 254th Mass; 10.30; 255th Mass; 11.30; 256th Mass; 12.30; 257th Mass; 1.30; 258th Mass; 2.30; 259th Mass; 3.30; 260th Mass; 4.30; 261st Mass; 5.30; 262nd Mass; 6.30; 263rd Mass; 7.30; 264th Mass; 8.30; 265th Mass; 9.30; 266th Mass; 10.30; 267th Mass; 11.30; 268th Mass; 12.30; 269th Mass; 1.30; 270th Mass; 2.30; 271st Mass; 3.30; 272nd Mass; 4.30; 273rd Mass; 5.30; 274th Mass; 6.30; 275th Mass; 7.30; 276th Mass; 8.30; 277th Mass; 9.30; 278th Mass; 10.30; 279th Mass; 11.30; 280th Mass; 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to the order of this Court by notice of the pendency of the petition in bankruptcy.

In June 1867, Mr. John Dent was the only representative of the Bankrupt Firm in this Colony, and on the 20th of that month Mr. Gomez, a creditor to that amount, petitioned this Court for an adjudication against the Bankrupts. Mr. Gaskell, as Solicitor for all the Bankrupts appeared for them, and thus they submitted themselves to the Jurisdiction of this Court. A memorandum to this effect was signed by him and placed on the file of proceedings, upon which and upon Mr. Dent's consent, and upon an affidavit by Mr. Dent only was in the Colony and that some of the Bankrupts resided in Great Britain and others in Shanghai, I adjourned the adjudication for five months from the 20th of June 1867, in order that each of the Bankrupts might be served with notice under the provisions of section 10 of Ordinance No. 5 of 1864, and might have such opportunity of objecting to the adjudication as is provided by the Ordinance.

I here remark that this provision—this impediment to Creditors—is in England in favor of non-traders only. It creates most prejudicial delay as applied to traders, especially in such a Colony as this, where some of the partners in large firms are as a rule absent.

On the expiration of the five months, proof was given before me of a due compliance with the provision in sec. 10 by personal service of notice on each Bankrupt in England and Shanghai; two acts of Bankruptcy were deposited to, all the Bankrupts by their counsel and solicitor appeared and admitted and ratified and confirmed these acts and submitted to the Jurisdiction of this Court and asked to be adjudicated Bankrupts on these acts, and they were thereupon adjudicated Bankrupts. (A.)

Upon the present petition to annul that adjudication three questions arise.

First.—Is the Hongkong and Shanghai Banking Corporation such a creditor as to be entitled to petition to annul the adjudication?

Secondly.—Are the allegations in the petition sufficient, is the evidence upon it sufficient, and have the proper parties been brought before the Court?

Thirdly.—Is either of the two acts of Bankruptcy relied on a good and sufficient act of Bankruptcy as against all the Bankrupts?

Now as to the first question—Has the Corporation a locus standi in curia on this petition?

I have already stated that the loan to Mr. Chomley, or to Mr. Dent though as one of a partnership, is *ultra vires* of the Directors as against the shareholders. Was it not also legally speaking, not involving any intentional impropriety in bad faith towards every person who became a Creditor of Dent & Co. after this large loan of 100,000 taels?

By announcing Mr. Dent or Mr. Chomley to be a Director, the Corporation gave notice to the world that its firm could not be a Debtor to the Corporation upon a loan direct to him and his partners; on the contrary, the Company held out the inference that it was as a Director of the Corporation, and therefore a quasi creditor of, not a Debtor to, the Company limited.

Moreover the Company limited printed and circulated their Deed of Association now before me, in which I find no authority to the Directors to borrow the money of the Company limited, but which by clause 57 provides that no person shall be a Director who shall not be a creditor of the Company of 50 shares at the least, and clause 21 gives the fullest lien on shareholders' shares for liabilities and contingencies to the Company limited.

If then a merchant trading with Dent & Co. gave additional credit to the firm because one of its members was the Chairman of the Directors and as such a quasi creditor who as such could not be debtor to the Company limited by virtue of its constitution, if the Company limited took an act of fraud out to the world Mr. Chomley or Mr. Dent as a person to be Chairman of the Directors, whereas he was disqualified (and no one can say how many persons have been so deceived), does it not follow that the act of this Company limited was (though undesignated) so fraudulent as that it ought not to be allowed to take priority over the body of Creditors who seek equity in seeking an equal distribution of the assets of the Company limited? He is not liable to be allowed to take priority over the body of Creditors who seek equity in seeking an equal distribution of the assets of the Company limited? He is not liable to be allowed to take priority over the body of Creditors who seek equity in seeking an equal distribution of the assets of the Company limited?

I will first refer to the cases cited, which appear to me not to support the proposition. In *Cumming v. Bailly*, 6 Bing. 365, the point did not arise for decision because there the absent partner had himself committed an indisputable act of Bankruptcy; nor in *Dillon v. Morrison*, 17 Ves. 129, which decided a very different point, namely that one partner could not without special authority assent to a deed binding his partners.

At page 973 of Deacon on Bankruptcy by Langley, cited in support of the petition, the Law is thus stated—"If the adjudication is against several partners each must be proved to have committed an act of Bankruptcy, for the act of one in this respect will not bind the rest, though it is the only one transacting the business and residing at the place where it is carried on." This proposition occurs at pages 155 and 156, and *Dillon v. Morrison*, 17 Ves. 129, decided in 1810; *Mills v. Bennett*, 2 Mau. & Selw. 556, decided in 1814; and *Reparis v. Mayor*, 10 Ves. 549, decided in 1815, are there cited as supporting this proposition. I must here remark that Mr. Langley cites no authority later than 1815, nor has any been cited to me. Indeed in *Mills v. Bennett* Mr. Justice Bayley had doubted on the point. I therefore do not admit the proposition of Mr. Langley as being now law even in England. That it was the law up to 1815, and possibly later with some exceptions, I do not question. The learned Acting Attorney General himself gave this reason. By the acts of the English Legislature upon which these decisions turned, to become a Bankrupt was a crime. The reason of the above decisions is plainly expressed in the language of the Chief Justice Lord Kenyon in the year 1798, in *Fowler v. Padgett*, 7 Term Rep. p. 514, cited by the Acting Attorney General. He says, "Bankruptcy is considered as a crime and the Bankrupt in the old laws is called an offender, but it is a principle of natural justice and of our law that *actus non facit reum, nisi sit reus* *legis*, the intent and the act must both concur to constitute the crime."

In England and possibly up to the year 1849, there may have been decisions following those cases, but I know of no such decisions. None has been cited to me. And why? Because since 1861 if not since 1849 (see the Act of 1849 § 93 and the Act of 1861 § 86) bankruptcy has ceased to be a crime in England. Concerted acts of bankruptcy have been sanctioned by Law. Petitions by traders asking to be adjudicated Bankrupts have been authorized; I may say invited, and a trader hopelessly insolvent who stood by and by not petitioning the Court voluntarily allowed one Creditor to swallow up any large portion of his assets to the injury of the general body of creditors would incur blame, it may be even more serious consequences. The reason for the rule of decision has passed away. In the Court to take up the dead body of the letter of the old decisions when the spirit and reason are gone.

Mr. Whyte, among other valuable arguments, suggested that the acts of Bankruptcy by Mr. John Dent, the sole acting partner, had been as soon as possible ratified by all the absent partners. They had all been duly served with the petition in Bankruptcy, as was proved by sufficient affidavits, and at the end of five months on the day fixed by this Court for them to show cause, if they chose, under acts 10 and 51 of the Ordinance of 1864, why they should not all be declared Bankrupts, they all appeared by their solicitor, Mr. Gaskell, who by written submission on the file for them submitted to the Jurisdiction of the Court, and by Mr. Whyte's counsel before me, they adopted and ratified the acts of Bankruptcy by Mr. Dent, and asked that they all might be declared Bankrupts. I have of no case in which adjudication was granted on such a ratification, which has been questioned. Mr. Whyte, quoted the maxim of the common law as well as of the Civil Law commented on in Broome's *Legal Maxims*, p. 776 of the edition in 1868. *Omnis ratihabito retrotrahitur ad mandatum prioris equiparatur*; which maxim Mr. Broome shows applies to torts or offences as well as to mere contracts.

Would not the Courts in England even prior to 1849, may even before 1815, with such distinct adoption and ratification, have held the act of Bankruptcy by one binding on these partners 10,000 miles away with such a confirmation as an exception to the general, it is not an universal rule?

But it may with much effect be suggested, that none of the principles of the Bankruptcy Law of England as founded on old law should be applied to the Colony of Hong Kong. This suggestion arises out of the constitution of the Colony.

By Ordinance No. 6 of 1845 (explained by No. 1 of 1847, section 3) the Laws of England up to 5th April, 1843, are declared to be in force, except where the same shall be inapplicable to the local circumstances of the Colony or of its inhabitants.

English Bankruptcy Law was never in force in the Colony, and the Bankruptcy Law of 1845, which was the only law affecting all debtors unable to meet their engagements.

The Bankruptcy Ordinance of 1864 is as a whole, if I may so term it, of the great whole constituting Bankruptcy in England and the Colony, and the Bankruptcy Law of 1845, which was the only law affecting all debtors unable to meet their engagements.

Here it is the rule that of all our great Mercantile Houses some of the partners have been absent, and the only way of making them residents within the Colony. Thus Mr. John Dent was of that large firm the only resident partner. If the old English rule, that one partner cannot commit an act of bankruptcy for the firm to save its assets for equal distribution, prevails here, then as to four-fifths of the property in trade here the Bankruptcy Ordinance of 1864 is a dead letter, and the first Creditor who hastens to get priority by Judgment can now, as in fact he did prior to 1864, sweep off his assets.

The presumption as to the powers of managing resident partners here may well differ from the presumption as to such powers in England with reference to becoming bankrupt.

Surely it is to be here presumed that whenever the honor of a firm is at stake one partner is from the necessity of the case capable of committing an act of bankruptcy, and one partner is from the necessity of the case capable of committing an act of bankruptcy, and one partner is from the necessity of the case capable of committing an act of bankruptcy.

Whether there are recent decisions in England on the subject we unfortunately are unable to ascertain. So little has the Ordinance of 1864 been acted on that not one of the series of authorized Reports in Bankruptcy, from De Gex and Smale downwards, is to be found in the Colony and the other contemporaneous reports as to bankruptcy cases are scarce and few.

On the whole I am of opinion that this petition must be dismissed with costs.

On Mr. Whyte having objected that the petition was defective in not stating the petitioner's title to petition on the authority of *ex parte Flight*, the Acting Attorney General asked leave to amend the petition by inserting a proper allegation in this respect, and said that if I held the objection valid it would be a dead letter of Justice to refuse him leave to amend on a point so merely technical. I declined to give such permission, my reason was that as no human being could doubt that a valid Bankruptcy had been intended by all the partners and that any petition against it was not of substance but technical, so it seemed to me that this petition seeking to take advantage of a formal technical objection was not to be allowed in a technical objection by the Court.

I considered the attempt to be one contrary to the object of Bankruptcy, equity and equality amongst all the Creditors, inconsistent with the dignity of a wealthy Corporation and contrary to that commercial comity which ought ever to prevail on occasions of wide-spread calamities such as we witness in these disastrous times.

It would have been enough if I had merely given my decision; but considering the vast legal questions involved, I think it my duty, being compelled unwillingly to decide these questions, to give some of my reasons at large.

In the Bankruptcy of Dent & Others, *Ex parte the AGRA and MASTERMAN'S BANK.*

This question now before me arises on the petition presented by some body of persons, who designate themselves, "The AGRA and Masterman's Bank." Their petition states that the body so designating themselves on the 18th of November last, recovered Judgment in the Supreme Court of this Colony against John Dent for the sum of \$144,612, the style of Dent & Co. having been specified in the summons, and it appearing that the said John Dent was styled Dent & Co. in the summons, and that the said Dent & Co. were alleged to be partners in the AGRA and Masterman's Bank, and in respect whereof the said last mentioned parties have been adjudged Bankrupts in this Court, and that the petitioners are advised that they have just cause to contend, that the said Dent & Co. were not partners in the AGRA and Masterman's Bank, and in respect whereof the said last mentioned parties have been adjudged Bankrupts, are insufficient to support a joint adjudication, and the prayer is that the order of adjudication against the partners may be annulled; but there is no previous statement to which the word "said" can be referred.

This petition is signed by Henry C. Caldwell, Solicitor for the AGRA and Masterman's Bank. The petition is signed by Henry C. Caldwell, Solicitor for the AGRA and Masterman's Bank. The petition is signed by Henry C. Caldwell, Solicitor for the AGRA and Masterman's Bank.

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Miscellaneous.

**THE
CHINESE COMMERCIAL
GUIDE.**

By S. WELLS WILLIAMS, L.L.D.

Published at the "CHINA MAIL" Office,
Hongkong.

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The following is an Abstract of the Contents of this Book:—

CHAP. I.—SEC. 1 TO 4.
Four Treaties with China.
1.—Treaty with Great Britain, Chinese Text of the same.
2.—Treaty with the United States.
3.—Treaty with France.
4.—Treaty with Russia.
Supplementary Treaty with Russia.

CHAP. II.—SEC. 1 TO 5.
Articles of Trade with China.
1.—Articles of Articles of Import.
2.—Treat on Articles of Export.
3.—Rules respecting Trade and Dues, Chinese Text of the same.
4.—Description of Articles of Import.
5.—Description of Articles of Export.

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2.—Port of Chaochau or Swatow.
3.—Port of Kiuquehau in Hainan.
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6.—Ports of Tamsui and Taiwan in Formosa.
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10.—Port of Tangchau or Chefoo.
11.—Port of Tientsin.
12.—Port of Newchwang or Yangtze.
13.—Colony of Hongkong.
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4.—Netherlands India.
5.—Philippine Islands.
6.—Sailing Directions for Penay I.
7.—Malayan States—Singapore, &c.
8.—Burmese Money, &c.
9.—Indian Presidencies—Bengal, Madras, Bombay.
10.—Ceylon.
11.—United States of America.

CHAP. VII.—SEC. 1 TO 6.
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1.—Comparison of Prices.
2.—Relating to Exchanges.
3.—Relating to Time.
4.—Comparison of Weights.
5.—Measurement of Cargo.
6.—Bullion Operations.

APPENDIX.—Containing Sailing Directions for the Coast of China, and for the Japan Islands; also giving the meanings of Chinese Words occurring in Charts and Sailing Directions; and also a Table of Positions of places on the Chinese and Japanese Coasts.

The author in his Preface says:—"The tables in Chap. VII., for estimating prices, measurement of goods, exchanges, &c., have been selected from notices constantly in use among the foreign merchants in China. These for calculating the prices of tea in dollars or pence have been copied from the more extended tables, by the kind permission of the author, I. Loureiro, Esq. The last section of the same chapter, on "Movements in Bullion," has been prepared and furnished for the Guide by Patrick R. Harper, Esq., of the Commercial Bank of India at Hongkong, who has had much experience in the exchanges and movements of the precious metals in Eastern Asia.

"The Appendix of Sailing Directions has been reprinted from the 'China Pilot.' With short interruptions, the coasts from Singapore to Hakodadi are all described in it; and for the Chinese coasts, the Directions have been improved by the insertion of the Chinese characters for the names of all places that could be ascertained."

Orders may be sent through any of the China Mail Agents, or direct to
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Also,
the Principal House Flags,
longing to and frequenting Hongkong.
PRINTED IN COLORS.

Shipping in Harbour.

HONGKONG.

Consignees of Vessels will greatly oblige by forwarding corrections of errors in the following list.

Exclusive of To-day's Arrivals, Departures, and Clearances.

C. on Pedder's Wharf.—W.C., from Pedder's Wharf to Gibb's Wharf.—W., Westward of Gibb's Wharf.—E.C., on Pedder's Wharf to the Military Hospital.—B., Eastward of the Hospital.—K., on Kowloon side.

Vessel's Name and Where Anchored.	Captain.	Flag and Rig.	Tons.	Date of Arrival.	Consignees or Agents.	Destination.	Intended Despatch.
1867-68.							
STEAMERS.							
Ashcroft	W. Rowse	Amer. str.	325	Jan. 17	A. Heard & Co	Saigon, Suez, &c.	
Azof	W. Johnson	Brit. str.	476	Feb. 5	P. & O. S. N. Co		
Cambodge	W. Johnson	Brit. str.	1882	Feb. 3	Messageries Impériales		
China	W. Lane	Amer. str.	3830	Feb. 16	Pacific Mail S. S. Co		
Formosa	W. Lockin	Brit. str.	700	Feb. 19	P. & O. S. N. Co		
Pung Shuey	W. Watson	Amer. str.	740	Feb. 4	A. Heard & Co		
Kan Ka Kee	W. Yeaton	Amer. str.	313	Feb. 9	A. Heard & Co		
Malacca	W. Tomlin	Brit. str.	1237	Feb. 18	P. & O. S. N. Co		
Malta	W. Tomlin	Brit. str.	980	Sept. 27	P. & O. S. N. Co		
Manchu	W. Clark	Amer. str.	803	Feb. 20	Russell & Co		
Sumatra	W. Buchanan	Brit. str.	230	Feb. 14	Douglas Laing & Co		
SAILING VESSELS.							
Anne L. Bonfield	K. Sherris	Brit. sh.	774	Feb. 6	R. S. Walker & Co	Hollo	
Arab	W. Holst	Pruss. bk.	350	Feb. 12	Order		
Avon	W. Edmund	Brit. sh.	645	Feb. 7	Order		
Carnarvonshire	E. Hemsworth	Brit. sh.	812	Feb. 10	Order		
Chelcea	W. Lowe	Brit. sh.	904	Jan. 14	Bosman & Co	Saigon	Early
China Packet	W. Reynolds	Hawa. bk.	210	Feb. 13	Chinese	Freight or Charter	
Clare Sayers	W. Brenner	Brit. bk.	294	Feb. 16	Carlowitz & Co		
Diamond City	W. Lubeck	Siam. bk.	261	Jan. 4	Chinese		
Eastward Ho	E. Byrne	Brit. sh.	607	Sept. 30	Russell & Co		Sold
Edgar Ross	W. Binder	Hamb. bk.	274	Feb. 21	Siemens & Co		
Emigrants	E. Escapi	Span. bk.	530	Dec. 24	Order		
Fiery Cross	E. Kirkup	Brit. sh.	689	Feb. 15	Jardine, Matheson & Co		
Foan	W. Watt	Brit. sh.	823	Jan. 23	Order		
Franklin	W. Bursley	Amer. sh.	1124	Jan. 10	Russell & Co		
Fruiter	W. Hamilton	Brit. bk.	234	Feb. 20	Birley & Co		
Glenlee	W. Dunn	Russ. sh.	635	Jan. 3	Order		
Gothie	W. W. Brit.	sh.	690	Sept. 17			Sold
Gravina	W. Perez	Span. bk.	246	Feb. 9	Remedios & Co		
Harrieta	W. Bennett	Amer. bk.	149	Feb. 7	Arnold Karberg & Co	Hollo	
Helene	W. Meyveville	Foh. sch.	189	Feb. 13	Carlowitz & Co	Saigon	
Hongkong	W. Freudenberg	Siam. sh.	635	Feb. 6	Chinese		
Jan von Schaffelaar	W. Dendie	Dut. bk.	585	Feb. 16	P. & O. S. N. Co		
Jane	W. Richardson	Brit. bk.	307	Feb. 14	Thomas Howard		
Kim Yang Tai	W. Lange	Siam. bk.	329	Dec. 26	Chinese		
Liguria	W. Fassa	Ital. sh.	843	Dec. 1	Reynvaan, Brothers & Co		
Lombard	W. Gelgenore	Foh. bk.	550	Feb. 12	Reynvaan, Brothers & Co		
Lye-to-moon	E. Scorsen	Brit. bk.	500	Feb. 7	Order		
Mandana	E. Whittle	Brit. bk.	637	Sept. 15	Order		
Maria Theres	W. Bonneson	Foh. bk.	502	Dec. 12	Carlowitz & Co		
Mirage	E. Ruan	Brit. sh.	718	Jan. 26	S. E. Burrows & Sons		
Monk Chester	E. Hastings	Brit. sh.	556	Feb. 6	Messageries Impériales		
Morning Star	W. Schutt	Siam. bk.	540	Dec. 26	Chinese		
Neville	K. Jackson	Brit. sh.	715	Feb. 18	Turner & Co		
Ocean	W. Hughes	Foh. bk.	528	Jan. 30	Russell & Co		
Ocean Bride	W. Milton	Brit. bk.	261	Feb. 13	Melchers & Co		
Onward	W. White	Brit. sh.	608	Feb. 8	Order		
Paragon	W. Holmquist	Siam. sh.	736	Jan. 5	Chinese		
Parsee	W. Soule	Amer. bk.	640	Feb. 7	Borneo Company		
Pelger	W. Ode	Hamb. bk.	637	Feb. 8	Siemens & Co		
Pratalongo	K. Profumo	Ital. sh.	590	Feb. 10	Reynvaan Bros. & Co		
Resolute	W. Ezziere	Siam. sh.	856	Jan. 1	Chinese		
Saipan	W. Resmussen	Pruss. bk.	297	Feb. 14	Wm. Pustau & Co		
Sail Lorenzo	W. Ledesma	Span. bk.	220	Feb. 20	Remedios & Co		
Santa Anna	W. Garcia	Span. bk.	402	Jan. 12	Remedios & Co		
San Juan	E. Taylor	Brit. bk.	455	Feb. 12	Thomas Howard		
Serica	W. Jones	Brit. sh.	707	Feb. 20	Birley & Co		
Sir Ralph Abercromby	W. Anderson	Brit. sh.	726	Feb. 16	Order		
Stag	W. Martin	Brit. bk.	258	Feb. 10	Reynvaan Brothers & Co		
Sultan	W. Howard	Brit. bk.	339	Feb. 8	Order		
Sumatra	E. Kinsman	Amer. sh.	1073	July 29	A. Heard & Co		
Stomi	W. Nordberg	Russ. sh.	792	Feb. 7	Arnold Karberg & Co		
Tay Wait	W. Luis	Siam. bk.	654	Jan. 4	Chinese		
Telegraph	W. Dethleffen	Siam. bk.	300	Jan. 5	Chinese		
The Cedars	E. Stonehouse	Brit. bk.	865	Feb. 19	Order		
Villa de Rivadavia	W. Chatilo	Span. bk.	261	Feb. 1	Remedios & Co		
Wilhelmina	K. Tonjes	Dut. bk.	469	Feb. 7	Order		
Yelang	W. Demsky	Siam. bk.	472	Jan. 12	Chinese		
Young Greek	W. Beinroth	Brit. bk.	424	Feb. 8	Yuen Fat Hong		

WHAMPOA.

Vessel's Name.	Captain.	Flag & Rig.	Tons.	Date of Arrival.	Consignees or Agents.	Destination.	Intended Despatch.
Agedius	Mahlmann	Hamb. sch.	235	Feb. 10	Captain		
Apenrade	Davidson	Brit. bk.	306	Feb. 20	Wm. Pustau & Co		
Braganza	Shelton	Brit. bk.	308	Jan. 21	Arnold Karberg & Co		
Cavoline	Paulsen	Pruss. sch.	260	Oct. 3	Bourjau, Hubner & Co	Bangkok	
Catharina	Drescher	Dan. bk.	321	Sept. 28	Bourjau, Hubner & Co	Saigon	
Chia-ze	Shewan	Brit. sh.	550	Feb. 14	Turner & Co	London	
Glenlee	Hooper	Brit. str.	1255	Feb. 14	Jardine, Matheson & Co		
Gorge	Schierlop	Brem. sch.	118	Feb. 13	E. Schellhass & Co	Tientsin	
Madras	Wupper	Hamb. bk.	266	Feb. 12	Siemens & Co	Newchwang	
Martha	Haje	Brem. bk.	220	Feb. 12	Melchers & Co	Ningpo	
President Harbitz	Nor.	bk.	458	Feb. 18	Siemens & Co		
Sophie	Raddon	Brit. bk.	470	Feb. 19	Olyphant & Co	London	Immediate

(At Canton.)

SHANGHAI.

Merchant Sailing Vessels, from or for European, Australian and American Ports, in Harbour on February 6.

Ship's Name.	Captain.	Flag & Rig.	Tons.	Date of Arrival.	Where from.	Destination.	Consignees or Agents.
Ariel	Keay	Brit. sh.	900	Feb. 5	London		Gibb, Livingston & Co
Assyrian	Mearns	Brit. bk.	506	Dec. 12	Cardiff		Borneo Company
Aunt Lizzie	Proctor	Brit. bk.	536	Jan. 23	Swansea		Messageries Impériales
Dagmar	Brustation	Russ. sh.	800	Jan. 14	Liverpool		Order
Devaux	Thompson	Brit. sh.	795	Feb. 3	London		Gibb, Livingston & Co
Devonshire	Duskin	Brit. sh.	998	Jan. 22	Cardiff		Borneo Company
Durham	Cann	Brit. sh.	998	Jan. 22	London		Jardine, Matheson & Co
Gasper	Alexander	Amer. sh.	505	Jan. 22	Panarth		Russell & Co
Gateshead	Lamb	Brit. bk.	505	Jan. 22	Shields		Borneo Company
Gloriosa	Catto	Brit. sh.	540	Jan. 8	Cardiff		Borneo Company
Iris	Jansen	Swed. bk.	600	Jan. 22	Newcastle, N.S.W.		Russell & Co
Isabella	Cooper	Brit. sh.	1090	Jan. 14	Cardiff		Hall & Holtz
J. L. Dimmock	Winchell	Brit. sh.	1047	Jan. 20	Cardiff		S. W. Hyde
Kalosh	Oscher	Amer. bk.	655	Jan. 20	New York		Fraser & Co
Lady Love	Gladstone	Brit. bk.	494	Dec. 23	Newport		G. B. M. Government
Leon Crespo	Bosnaw	Brit. bk.	696	Feb. 4	Liverpool		Gibb, Livingston & Co
Lorton	Nelson	Brit. bk.	530	Dec. 6	Hakodadi		Olyphant & Co
Nabob	Cobb	Amer. bk.	519	Jan. 19	Cardiff		Wm. Pustau & Co
Peter Rohland	Raske	Brem. bk.	500	Jan. 19	Cardiff		Russell & Co
Portland	Peters	Brit. sh.	841	Jan. 19	Newcastle, N.S.W.		Fraser & Co
Rachel	Firth	Brit. bk.	282	Jan. 31	Newcastle, N.S.W.		Fraser & Co
Saturnus	Derrick	Hamb. bk.	460	Feb. 8	Hamburg		Teige Notling & Co
Sir James Family	Cobb	Brit. sh.	1060	Feb. 11	London		W. R. Anderson & Co
Tavistock	Brick	sh.	632	Jan. 26	Hoboken		Gibb, Livingston & Co
Western Chief	Hill	Brit. sh.	750	Dec. 18	Foochow		Gibb, Livingston & Co

VESSELS LOADING.

Destination.	Vessel's Name.	Flag & Rig.	Consignees.	Intended Despatch.
CHINA & JAPAN PORTS				
NINGPO	Martha*	Bm. bk.	Melchers & Co	
TIENTSIN	Gorge*	Bm. sr. E.	Schellhass & Co	
NEWCHOWANG	Madras*	Hm. bk.	Siemens & Co	
OTHER PORTS—				
LONDON	Sophie*	Br. bk.	Olyphant & Co	P'diate
Do.	Chia-ze*	Br. sh.	Turner & Co	
SAN FRANCISCO	Chelcea	Br. sh.	Bosman & Co	
SYDNEY	Fr. bk.	Russell & Co		
SAIGON	Catharina*	Du. bk.	B. Hubner & Co	
Do.	Helene	Fr. sr.	Carlowitz & Co	
Do.	Carthenshire	Br. sh.	Order	
BANGKOK	Caroline*	Pr. sr.	Bourjau, Hubner & Co	
LOILO	Harrieta	Am. bk.	Arnold Karberg & Co	
Do.	A. L. Bonfield	Br. sh.	R. S. Walker & Co	
SURINAM	M. Theresu	Fr. bk.	Carlowitz & Co	

* At Whampoa.

† At Canton.

MEN-OF-WAR IN HONCKONG HARBOUR.

Name.	Flag.	Rig.	Gun.	H.P.	Captain.
Algerine,	British	gun-vessel	3	80 C.	E. Donville, Lieut.
Aroostook	U. States	gun-vessel	6	180 L.	A. Beardslee, Lt. Com.
Basilisk	British	steamer	—	—	V. C. Hewitt, Captain
Bouncer,	British	gun-boat	3	60 R.	M. Lloyd, Lieut.
Cheng-ting	Chinese	gun-boat	8	—	Bessard
Flamer,	British	naval hospital	—	—	Attached to Melville
Forester,	British	gun-boat	3	60 In	Ordinary
Hardy,	British	gun-boat	3	60 In	Ordinary
Hartford	U. States	corvette	21	—	Commodore U. S.
Janus,	British	gun-boat	3	40	Keppel, Lieut.
Melville,	British	naval hospital	—	—	R. Bernard, D.M.I.G. &c.
Mongoose	H.I.M.	steamer	5	—	Solverer
Princess Charlotte	British	receiving ship	14	—	Commodore Oliver Jones
Riflesman	British	surveying ship	—	—	J. W. Reed
Rodney	British	steam line-of-b'tle	78	—	flag ship of Sir H. Keppel, [A. O. F. Hensage, Capt.]
Salamis	British	gun-vessel	—	—	Suttie, Commander
Supply	U. States	store-ship	6	—	Ed. Conroy, Lieut. Com.
Unadilla	U. States	steamer	5	180 F.	H. Baker, Lieut. Com.
Valiente	H.O.M.	steamer	—	—	Pedro
Watchful	British	gun-boat	3	40	Harbor Tender to Comm.

Notices of Firms.

NOTICE.
DURING the absence of Mr. SHERIFF KURUM from the Colony, Mr. KHAKKE MAHOMED KUTCHRA is authorized to sign our firm per procuratione.
SHERIFF & Co.
Hongkong, February 1, 1868. mar2

NOTICE.
MY Business, as Ship and Insurance Broker, Commission Agent, &c. hitherto carried on by myself, will henceforward be conducted under the style or firm of J. S. HOOK, Son & Co.
J. S. HOOK.
Hongkong, September 23, 1867.

NOTICE.
THE Interest and Responsibility of Mr. T. A. D. MURPHY in our firm, ceased on the 31st day of December, 1867.
A. FERGUSON & Co.
Hongkong, January 3, 1868.

NOTICE.
FROM and after this date Mr. GEORGE F. BOWMAN will act as AGENT of the Pacific Mail Steamship Company at this Port.
S. L. PHELPS, Agent.
Hongkong, August 15, 1867.

NOTICE.
THE Interest and Responsibility of Mr. A. FERGUSON in our firm, ceased on the 1st day of November, 1867.
A. FERGUSON & Co.
THE Business will be henceforth carried on under the same Name by the Undersigned.
A. D. MITCHELL, J. D. MYERS, and HENRY FRERES.
Hongkong, December 16, 1867. de 16-68

NOTICE.
MR. THOMAS PYKE has this day been admitted a Partner in our firm.
BIRLEY & Co.
Hongkong, January 2, 1868.

NOTICE.
DURING the absence of Mr. J. H. LADD from the Colony, Mr. T. CUSHING LADD is authorized to sign our firm per procuratione.
LADD & Co.
Hongkong, January 16, 1868. if

NOTICE.
THE Interest and Responsibility of Mr. T. KUMMENAU in our firm, ceased on the 31st December, 1867.
SANDER & Co.
Hongkong, February 1, 1868. 29fe

NOTICE.
THE Undersigned having disposed of their Business as Shipwrights, &c. to Messrs. J. McDONALD & Co., and being about to leave the Colony, request all parties having any CLAIMS against them to send them in for Payment on or before the 10th instant, and all parties INDEBTED to the firm are requested to make immediate Payment.
ROSS THOMPSON & Co.
Spring Gardens, February 1, 1868.

NOTICE.
REFERRING to the above, we beg to inform the Public that we have taken over the Business of Messrs. Ross Thompson & Co., and trust by strict attention to Business to merit the patronage of the Community.
J. McDONALD & Co.
Hongkong, February 1, 1868. 2mar

NOTICE.
MR. SIDNEY DEACON is authorized to sign our firm per procuratione from this date.
DEACON & Co.
Canton, February 1, 1868.

Notices of Firms.

NOTICE.
WE have authorized Mr. CLARA BODIN to sign our firm from this date.
DREYER & Co.
Hongkong, January 1, 1868.

NOTICE.
MESSRS. H. P. M. WACHTEL and H. ALPHEUS OETMANN ceased to be Partners in our firm since the 31st December ultimo.
GAYMANS & Co.
Nagasaki, January 1, 1868. 1mar

NOTICE.
I HAVE established myself in business as Merchant and Commission Agent, under the style or firm of KHAKKE MAHOMED KUTCHRA, [A. O. F. Hensage, Capt.]
KHAKKE MAHOMED KUTCHRA.
Hongkong, February 1, 1868. mar2

NOTICE.
NOTICE is hereby given that the Interest and Responsibility of the late Mr. C. JAMESON in our firm, ceased on the 30th September last.
The Business will in future be carried on by Mr. Z. BARTON under the Name of Style of JAMESON & BARTON, as heretofore.
JAMESON & BARTON.
Hongkong, January 2, 1868. 2ap

NOTICE.
AS my Engagement ceases in May next, all outstanding Accounts for the past Two Years must be sent in immediately for payment.
MARY HASTLOW RANDLE, Superintendent.
Hongkong, January 2, 1868. 16my

NOTICE.
THE Interest and Responsibility of Mr. SUYENHOY KURUM and HORAKUSABE DOKARINE BHARUCHIA in our firm, ceased on 31st December, 1867.
SHERIFF & Co.
Hongkong, February 1, 1868. mar2

NOTICE.
THE Interest and Responsibility of Mr. W. O. VAN OORD in our firm, ceased on the 1st January, 1868.
ROSMAN & Co.
Hongkong, November 19, 1867.

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